

Temporary Seal

## **OFFICIAL AGENDA**

Wednesday, March 24, 2004

7:00 PM
City Administrative Offices

City Council City of Miami Gardens

17801 NW 2<sup>nd</sup> Avenue, Suite 201 Miami Gardens, Florida



# CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting date: March 24, 2004 Administrative Offices, Suite 201

17801 NW 2<sup>nd</sup> Avenue, Miami Gardens, Florida Next Regular Meeting Date: April 14, 2004 Phone: (305) 653-3944 Fax: (305) 653-3955 Website: www.miamigardens-fl.gov

Time: 7:00 p.m.

Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon, II Councilwoman Audrey J. King Councilwoman Sharon Pritchett Councilwoman Barbara Watson

City of Miami Gardens Ordinance No. 2004-02-18 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:
- 2. INVOCATION:
- 3. PLEDGE OF ALLEGIANCE:
- 4. APPROVAL OF MINUTES:
- 4A) Approve Minutes of City Council Meeting of: Regular Council Meeting - March 10, 2004

- 5. AGENDA/ORDER OF BUSINESS (ADDITIONS/DELETIONS/AMENDMENTS):
- 6. SPECIAL PRESENTATION(S):
- 6A) Certification of Completion for Elected Officials Institute
- 6B) Proclamation Civility Month
- 6C) Michael Wright
- 7. ORDINANCES FOR FIRST READING:
  None
- 8. ORDINANCES FOR SECOND READING (PUBLIC HEARINGS):
- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING THE OFFICIAL CITY SEAL; ADOPTING REGULATIONS PERTAINING TO OFFICIAL USE OF THE CITY SEAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1st Reading March 10, 2004)
- 8B) AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING OFFICIAL CITY LOGOS; ADOPTING REGULATIONS PERTAINING TO OFFICIAL USE OF THE CITY LOGOS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1st Reading March 10, 2004)
- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI 8C) GARDENS, FLORIDA ESTABLISHING CODE **ENFORCEMENT** PROCEDURES; PROVIDING FOR DEFINITIONS; PROVIDING FOR INFRACTIONS AND PENALTIES: PROVIDING **OUALIFICATIONS, APPOINTMENT, REMOVAL AND COMPENSATION** OF SPECIAL MASTERS; SETTING FORTH THE POWERS OF SPECIAL PROVIDING FOR AUTHORITY TO **MASTERS:** ENFORCEMENT; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR CIVIL PENALTIES; PROVIDING FOR RIGHTS OF VIOLATORS; PROVIDING FOR PAYMENT OF FINES; PROVIDING FOR THE RIGHT TO APPEAL; PROVIDING FOR THE SCHEDULING AND CONDUCT OF HEARINGS: PROVIDING FOR A PROCEDURE FOR REDUCTION OF FINES/LIENS; PROVIDING REMEDIES TO RECOVER

UNPAID CIVIL PENALTIES; PROVIDING FOR ADDITIONAL ENFORCEMENT POWERS; ESTABLISHING A SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.(SPONSORED BY THE CITY MANAGER) (1st Reading – March 10, 2004)

- 9) PUBLIC COMMENT 10 MINUTES
- 10) RESOLUTIONS:
- 10A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING JAMES CLAUSELL AS THE CITY'S CITIZEN LIAISON TO THE MIAMI-DADE LOCAL MITIGATION STRATEGY WORKING GROUP AND THE CITIZEN CORPS. COUNCIL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 10B) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA REPEALING RESOLUTION NO. 2003-05 WHICH PROVIDED FOR SIGNATORIES ON CITY BANK ACCOUNTS; PROVIDING FOR NEW AUTHORIZED SIGNATORIES ON CITY BANK ACCOUNTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 10C) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN STATEWIDE MUTUAL AID AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A. AND FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
- 11. REPORT OF THE CITY ATTORNEY
- 12. REPORTS OF CITY MANAGER
- 12A) Assistant City Manager
- 12B) Assistant to the City Manager Public Services
- 12C) Assistant to the City Manager Business Services

- 13. REPORTS OF MAYOR AND COUNCIL MEMBERS
  12A) GENERAL REPORTS FROM MAYOR AND COUNCIL
  MEMBERS
- 14. REQUESTS, PETITIONS & OTHER COMMUNICATIONS FROM THE PUBLIC:
- 14A) PUBLIC COMMENTS 20 MINUTES
- 15. SPECIAL PRESENTATION(S)
- 16. ADJOURNMENT:

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT WILLIAM GREEN (305) 653-3944, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT WILLIAM GREEN (305) 653-3944.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Please turn-off all beepers and cellular telephones to avoid interrupting the council meeting.



## CITY, COUNTY AND LOCAL GOVERNMENT LAW SECTION

A PROTESTORY

www.loc-gov-law.org

CHAIR: Kenneth W. Buchman P.O. Box 5 Plant City, FL 33564 (813) 659-4242 kbuch@tampabay.rr.com

CHAIR-ELECT:
Craig H. Coller
111 NW 1st St., Ste. 2810
Miami, FL 33128
(305) 375-5151
chc@miamidade.gov

SECRETARY/TREASURER:
Kathryn Kaye Collie
201 S. Rosalind Ave., FL. 4
Orlando, FL 32801
(407) 836-5690
kaye.collie@occompt.com

IMMEDIATE PAST CHAIR:
Thomas Pelham
P.O. Box 11240
Tallahassee, FL 32302-3240
(850) 681-0411
tpelham@fowlerwhite.com

BOARD LIAISON: Gwynne Alice Young (813) 223-7000 gyoung@carltonfields.com

EXECUTIVE COUNCIL: Terms Expiring 2004:

District 1 Cari L. Roth Tallahassee (850) 224-2608

District 2
Mary Helen Campbell
Tampa
(813) 272-5670

(813) 272-5670 Terms Expiring 2005: District 3

Liz Hernandez Miami (305) 460-5218 District 5 Vivian Monaco Orlando (407) 836-7320

Terms Expiring 2006:
District 4
Susan L. Trevarthel

Ft. Lauderdale (954) 763-4242 Terms Expiring 2004 At-Large Members:

> Emeline C. Acton Tampa (813) 272-5670 Grant Alley Ft. Myers (239) 332-6709 James L. Bennett Clearwater

Clearwater (727) 464-3354 Edward A. Dion Fort Lauderdale (954) 357-7600 Howard Lenard Miami

(305) 948-2939 Karl Sanders Jacksonville (904) 633-7979 Ex-Officio Members:

All Past Chairs

SECTION ADMINISTRATOR:
Carol J. Kirkland
The Florida Bar
ckirkland@flabar.org

6B) Civility Month

RECEIVED MAR 1 5 2004

March 11, 2004

Mayor Shirley Gibson 17801 N.W. 2nd Ave. Ste. 201 Miami Gardens, FL 33169

Re: Proclamation and Pledge of Civility in the Month of May

Dear Mayor Gibson:

Please join with other cities and counties in the State of Florida to proclaim May as Civility Month. Like last year, we have expanded our program to include Florida's district school boards.

We hope that the pledge of civility will uplift the tone and conduct in your meetings. Civility uplifts our common life, and invites citizens to participate in their government. The art of civility requires constant application everyday.

The attorneys of the City, County and Local Government Law Section of The Florida Bar ask you to renew the pledge of public conduct. A sample proclamation is enclosed for your use. We urge all citizens to exercise civility toward each other throughout the year.

Thank you for your attention to this important matter.

Sincerely.

Kenneth W. Buchman

Chair

Enclosure

KWB:ck

Whereas, civility, derived from the Latin words "civitas" meaning city and "civis" meaning citizen, is behavior worthy of citizens living in a community or in common with others; and
Whereas, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and
Whereas, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and
Whereas, civility can uplift our daily life and make it more pleasant to live in an organized society; and
Whereas, the City, County and Local Government Law Section of The Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.
Now, therefore, be it resolved, by the City Commission of the City of that the month of May is proclaimed as Civility Month, and calls upon all citizens to exercise civility toward each other.
Passed and adopted thisday of,2004.
ATTEST:
CLERK

## 8A) Ordinance adopting official Seal

## City of Miami Gardens

17801 NW 2<sup>nd</sup> Avenue, Suite 201 Miami Gardens, Florida 33169 Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon II Councilwoman Audrey King Councilwoman Sharon Pritchett Councilwoman Barbara Watson

#### **MEMORANDUM**

To:

The Honorable Mayor &

**City Council Members** 

From:

Dr. Danny O. Crew

City Manager

Date:

March 5, 2004

Re:

**Ordinance relating to Official City Seal** 

#### **RECOMMENDATION:**

The attached Ordinance on for second reading and public hearing is presented for your consideration and adoption. The ordinance if adopted will establish regulations pertaining to official use of the City Seal

#### **REASONS:**

It is in the best interest of the City to adopt an official seal. This seal should be utilized only for official business or with other proper authorization when it is necessary for the City, under the authority of the City Council, the Charter or Code, and the general laws of the state, to execute contracts, deeds, or other documents on behalf of the City.

#### ORDINANCE NO. 2004-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING THE OFFICIAL CITY SEAL; ADOPTING REGULATIONS PERTAINING TO OFFICIAL USE OF THE CITY SEAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1	WHEREAS, the City Council finds it is in the best interests of the City of Miami Gardens
2	("CITY") to adopt an official seal, and
3	WHEREAS, the City Council recognizes that the City seal should be utilized only for
4	official business or with proper authorization,
5	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
6	MIAMI GARDENS, FLORIDA, as follows:
7	SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
8	Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific
9	part of this Ordinance.
10	SECTION 2. ADOPTION OF THE CITY SEAL AND ADOPTION OF
1	REGULATIONS PERTAINING TO OFFICIAL USE OF THE CITY SEAL. The City of Miami
12	Gardens', Florida's seal is hereby created as follows:
3	"OFFICIAL CITY SEAL"
5	(a) Official seal defined. The official seal of the City of Miami Gardens shall mean the

(b) Execution and acknowledgment of written instruments. Whenever it shall be necessary

(c) Prohibition. It shall be unlawful and a violation of this section for any person, firm,

for the City, under the authority of the City Council, its Charter or Code, and the general laws of the

State, to execute contracts, deeds, or other documents on behalf of the City, the official seal of the

corporation or other legal entity to print for the purpose of sale or distribution or advertisement,

City may be affixed to such contracts, deeds or other documents.

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25 circulate, publish, use or offer for sale any letters, papers, documents or items of merchandise, or simulate the official seal of the City, without the expressed written authority of the City Manager or 26 27 City Council. 28 (d) Exceptions. The provisions of this section shall not be applicable to the City, its 29 officials, departments, employees, instrumentalities, or advisory boards, acting within the 30 scope of their official capacities. 31 32 (e) Penalty. Pursuant to Section 165.043, Florida Statutes, a violation of this ordinance 33 constitutes a second-degree misdemeanor, punishable as provided in Section 775.082 or 34 35 775.083, Florida Statutes. CONFLICT: All ordinances or Code provisions in conflict herewith are SECTION 3. 36 37 hereby repealed. SEVERABILITY: If any section, subsection, sentence, clause, phrase or SECTION 4. 38 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of 39 competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision 40 and such holding shall not affect the validity of the remaining portions of this Ordinance. 41 INCLUSION IN CODE: It is the intention of the City Council of the SECTION 5. 42 City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the 43 Code of Ordinances of the City of Miami Gardens and that the sections of this Ordinance may be 44 renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," 45 "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions 46 herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby 47

Ordinance No. 2004-	
immediately upon its final passage.  PASSED ON FIRST READING IN FU	LL ON THE DAY OF
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GARDENS AT ITS REGULAR MEETING HI	E CITY COUNCIL OF THE CITY OF MIAM ELD ON THE DAY OF
, 20	
	SHIRLEY GIBSON, MAYOR
ATTEST:	Simulation of the state of the
RONETTA TAYLOR, CMC, CITY CLERK	
APPROVED AS TO FORM	
AND LEGAL SUFFICIENCY:	
Sonja K. Knighton, City Attorney	
MOVED BY:	

VOTE:

SPONSORED BY:

Mayor Gibson

\_\_(Yes) \_\_\_(No)

Ordinance No. 2004-

Councilwoman Barbara Watson

Councilwoman	Audrey J. King

Councilwoman Sharon Pritchett

(Yes) (No) (Yes) (No)

(Yes)



8B) Ordinance adopting official Logos

City of Miami Garden, I .....

17801 N.W. 2d Avenue, Suite 201, Miami Gardens, Florida 33169 Tele: (305) 653-1321 Fax: (305) 653-3955 e-mail: dcrew@miamigardens-fl.gov

OFFICE OF THE CITY MANAGER

Shirley Gibson Mayor

Aaron Campbell Vice Mayor

Oscar Braynon, II Councilman

Audrey King Councilwoman

Sharon Pritchett Councilwoman

Barbara Watson Councilwoman

Dr. Danny O. Crew City Manager

Ronetta Taylor, CMC City Clerk

#### MEMORANDUM

To:

Mayor and City Council

From:

Danny O. Crew City Manager

Date:

March 7, 2004

Subject:

City Logo

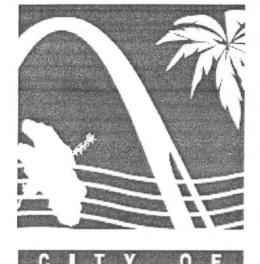
Prior to my arrival, I know that the City Council considered a number of options for a city logo. Having read the minutes and reviewed the file it was clear that while you did not pick a logo, you did indicate a good sense of what you did and didn't want. As we have now begun to hire employees that need strong identification as representing the City, I have moved the logo project back to the forefront.

Based on what you didn't like in the earlier logos, and on what you said you wanted, I commissioned a graphic artist to prepare some possible logos for the City. This same artist designed the City of North Miami Beach's logo. Attached are some of here creations. Based on these designs, I asked her to further refine those that I believe have promise and from that bunch, are recommending the above design for adoption as our logo.

Like the color logo, I believe this all-green logo puts forward the idea of Miami Gardens both with the flowers and the landmark arch. Certainly the decision is yours and we can try again if you so chose, but we need to move on as soon as possible. I believe its important to 'show our colors' as soon as possible on our school crossing guards, parks and code staff.







M I A M I Gardens



Tele: 305-653-3944 • Fax: 305-653-3955 E-mail: dcrew@miamigardens-fl.gov

City of Miami Gardens
17801 N.W. 2nd Avenue, Suite 201,
Miami Gardens, Florida 33169

DR. DANNY O. CREW

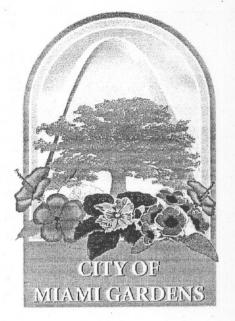
Tele: 305-653-3944 • Fax: 305-653-3955 E-mail: dcrew@miamigardens-fl.gov



ity of Miami Gardens 101 N.W. 2nd Avenue, Suite 201. Miami Gardens, Florida 33169









# Miami Gardens



#### ORDINANCE No. 2004-

AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING OFFICIAL CITY LOGOS; ADOPTING REGULATIONS PERTAINING TO OFFICIAL USE OF THE CITY LOGOS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1	WHEREAS, the City Council finds it is in the best interest of the City of Miami Gardens				
2	("CITY") to adopt official City logos, and				
1	WHEREAS, the City Council recognizes that official City logos should be utilized only for				
2	City business or with proper authorization,				
3	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF				
4	MIAMI GARDENS, FLORIDA, as follows:				
5	SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas				
6	Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific				
7	part of this Ordinance.				
8	SECTION 2. ADOPTION OF CITY LOGOS AND REGULATIONS PERTAINING				
9	TO OFFICIAL USE OF THE CITY LOGOS. The City of Miami Gardens, Florida official City				
0	logos are created as follows:				
1	"OFFICIAL CITY LOCO"				

necessary for the City to identify equipment, facilities, documents, etc.

City's identifying symbols attached hereto as Exhibits "A" and "B."

(a) Official logos defined. The official logos of the City of Miami Gardens shall mean the

(b) Use for Official City Purposes. The official City logos should be used whenever it is

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(c) *Prohibition*. It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose or sale or distribution or advertisement, circulate, publish, use of offer for sale any letters, papers, documents or items of merchandise

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containing City logos, or simulate the official logos of the City without the expressed written authority of the City Manager or City Council. (d) Exceptions. The provisions of this section shall not be applicable to the City, its advisory boards, acting within the officials, departments, employees, instrumentalities, or scope of their official capacities. (e) Penalty. Pursuant to Section 165.043, Florida Statutes, a violation of this ordinance as provided in Section 775.082 or constitutes a second-degree misdemeanor, punishable 755.083, Florida Statutes. CONFLICT: All ordinances or Code provisions in conflict herewith are SECTION 3. hereby repealed. SEVERABILITY: If any section, subsection, sentence, clause, phrase or SECTION 4. portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance. INCLUSION IN CODE: It is the intention of the City Council of the SECTION 5. City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions

Ordinance	No.	2004-
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SECTION 6.	EFFECTIVE DA	TE: This	Ordinance	shall	become	effec
immediately upon its fir	nal passage.					
PASSED ON FI	IRST READING IN I	FULL ON TH	E DAY	Y OF		
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PASSED ON SI	ECOND READING I	BY TITLE ON	ILY THE	DA	AY OF	
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GARDENS AT ITS RE		HELD ON IF	1E DA	I OF		
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		SHIRLES	Y GIBSON, N	MAVO	R	_
ATTEST:		STIRCE.	i dibbon, i	VIATO		
RONETTA TAYLOR, (	CMC, CITY CLERK					
APPROVED AS TO FO	)RM					
AND LEGAL SUFFICE						
Sonja K. Knighton, City						
	-					

VOTE:

SECONDED BY:

Orc	lina	nce	No.	2004-	

Councilman Oscar Braynon, II

Councilwoman Audrey J. King

Councilwoman Sharon Pritchett

Councilwoman Barbara Watson

Counc	ilman M	elvin L.	Bratto	n	

(Yes)

(Yes)

(Yes)

(Yes)

(Yes)

(No)

(No)

## City of Miami Gardens

17801 NW 2<sup>nd</sup> Avenue, Suite 201 Miami Gardens, Florida 33169 Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon II Councilwoman Audrey King Councilwoman Sharon Pritchett Councilwoman Barbara Watson

#### **MEMORANDUM**

To:

The Honorable Mayor &

**City Council Members** 

From:

Dr. Danny O. Crew

City Manager

Date:

March 19, 2004

Re:

Resolution appointing James Clausell as the City's Citizen

Liaison

#### RECOMMENDATION:

The attached resolution on for your consideration and adoption, appoints Mr. James Clausell as the City's Citizen Liaison to the Miami-Dade County Local Mitigation Strategy Working Group and the Citizens Corp., Council.

#### **REASONS:**

In order for the City of Miami Gardens to be considered a participant in the Local Mitigation Strategy Working Group, and the Citizen Corp. Council, and to receive the benefits thereof, the City is required to have a representative attend at least two (2()) of the four (4) quarterly meetings held each year.

Mr. James Clausell has been involved with emergency management for a number of years and has as the City of Miami Gardens' informal liaison over the past months. This resolution would

#### RESOLUTION No. 2004-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, APPOINTING JAMES CLAUSELL AS THE CITY'S CITIZEN LIAISON TO THE MIAMI-DADE LOCAL MITIGATION STRATEGY WORKING GROUP AND THE CITIZEN CORPS. COUNCIL; PROVIDING EFFECTIVE DATE.

FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN WHEREAS, the municipalities in Miami-Dade County have joined together with the 1 various Miami-Dade County departments to form a Local Mitigation Strategy Working 2 Group, and 3 WHEREAS, there are various Federal agencies, colleges, universities and 4 hospitals that also participate in the Local Mitigation Strategy, and 5 WHEREAS, following the events of September 11, 2001, the President of the 6

United States of America devised the Citizen Corp. Council, and 7 WHEREAS, the Local Mitigation Strategy is concerned with flooding, evacuations, 8 funding, community education, and policies in the event of an emergency, while the focus 9 10

WHEREAS, in order for the City of Miami Gardens to be considered a participant 11 in the Local Mitigation Strategy Working Group, and the Citizen Corp. Council, and to 12 receive the benefits thereof, the City is required to have a representative attend at least 13 14

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past months, and

of the Citizen Corp. Council is to deal with terrorism, mitigation strategies, and

two (2) of the four (4) quarterly meetings held each year, and WHEREAS, James Clausell has been involved with emergency management for a number of years and has acted as the City of Miami Gardens' informal liaison over the Resolution No. 2004-

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Citizen Corp. Council, and WHEREAS, James Clausell has agreed to voluntarily serve as the City's liaison, NOW THEREFORE. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS: ADOPTION OF REPRESENTATIONS: The foregoing Whereas Section 1. paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

the City's liaison with both the Local Mitigation Strategy Working Group as well as the

APPOINTMENT OF LIAISON: The City Council of the City of Section 2. Miami Gardens hereby appoints James Clausell to serve as the City's Citizen Liaison to the Miami-Dade County Local Mitigation Strategy Working Group and the Citizen Corp. Council.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately 31 upon its final passage. 32 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI 33 34

GARDENS AT ITS REGULAR MEETING HELD ON MARCH 24. 2004.

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40 CLUDI EV CIDCONI MAVOD Resolution No. 2004-

42	ATTEST:
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46	DOMESTA TAY OR ONG OUTVOLEDY
47	RONETTA TAYLOR, CMC, CITY CLERK
48 49 50	Prepared by SONJA K. KNIGHTON, ESQ. City Attorney
51 52 53	SPONSORED BY: Danny O. Crew, City Manager
54 55	MOVED BY:
56 57	
58 59	VOTE:
60	Mayor Gibson(Yes)(No)
61	Vice Mayor Campbell(Yes)(No)
62	Councilman Melvin L. Bratton (Yes) (No)
63	Councilman Oscar Braynon, II (Yes) (No)
64	Councilwoman Audrey J. King(Yes)(No) Councilwoman Sharon Pritchett (Yes)(No)
65	Councilwoman Sharon Pritchett (Yes) (No) Councilwoman Barbara Watson (Yes) (No)
66 67	Councilwoman Darbara Watson(1es)(10)
68	SKK:bfc:pkw
69	S:\MIAMI\RESOS\CLAUSELL.DOC

10B) Resolution providing for signatories on City Bank Accounts (Rescinding Res. #2003-05

## City of Miami Gardens

17801 NW 2<sup>nd</sup> Avenue, Suite 201 Miami Gardens, Florida 33169 Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon II Councilwoman Audrey King Councilwoman Sharon Pritchett Councilwoman Barbara Watson

#### **MEMORANDUM**

To:

The Honorable Mayor and City Council Members

From:

Dr. Danny O, Crew

City Manager

Date:

March 15, 2004

Re:

Bank Signatories

As one of Council's first actions last year, you adopted Resolution 2330-5, establishing a banking depository and authorizing City Council to sign checks. The resolution stated that once a permanent City Manager was hired, Council should get out of the check signing business.

The attached resolution repeals the signatory section of Resolution 2003-5 and replaces it with a new authorized signature section. The revised ordinance continues to require 2 signatures to approve payments. Under the new procedures, check will be prepared by staff as usual. Then a different staff person will review the check and back-up justification and sign the check. Finally, I will review and sign the check. Normally, check signing duties would be the responsibility of the Finance Director and the City Manager; however, since our Finance Director (Chris Wallace) will be preparing most of the check, it would violate proper internal controls for him to also sign the checks. This process will require three people to review each payment.

1 2	RESOLUTION NO. 2004
3 4 5 6 7 8 9 10 11 12	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, PROVIDING FOR AUTHORIZED SIGNATORIES ON THE CITY'S PUBLIC DEPOSITORY ACCOUNTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING PREVIOUSLY AUTHORIZED SIGNATORIES; PROVIDING FOR NEW SIGNATORIES; PROVIDING AN EFFECTIVE DATE
13	WHEREAS, City Council has previously adopted Resolution 2003-05 providing
14	for, among other things, authorized City Council as signatories for the City's various
15	public depository accounts; and
16	WHEREAS, now that the City has a permanent City Manager and other staff, it
17	is appropriate to transfer this responsibility to the City's administration.
18 19 20	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:
21	Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
22	paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a
23	specific part of this Resolution.
24	Section 2. REPEAL OF SIGNATORIES. That Section 2 of Resolution 2003-
25	5 designating the Mayor and City Council as signatories is hereby repealed.
26	Section 3. AUTHORIZED SIGNATORIES. The City Manager, Finance
27	Director, Assistant City Manager, and Assistant to the City Managers shall serve as
28	authorized signatories for the accounts established pursuant to Section 1 of Resolution
29	2003-5, provided however, that no check or withdrawal shall be issued or made unless
30	signed by the City Manager or Acting City Manager and another authorized signatory as
31	listed above.
	Page 1 of 2

Revised Signatory Resolution

1	Section 4. EFFECTIVE DAT	E. This Resolution shall be effective upon
2	adoption.	
3	PASSED AND ADOPTED th	nis day of March, 2004.
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7		Shirley Gibson, Mayor
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9	ATTEST:	
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11		
12	Ronetta Taylor, City Clerk	
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14		
15	APPROVED AS TO FORM AND	
16	LEGAL SUFFICIENCY	
17	Sonja K. Knighton, City Attorney	
18		
19	Moved by:	
20		
21	Seconded by:	
22	-	_
23	VOTE:	
24		
25	Mayor Gibson	(Yes)(No)
26		(Yes) (No)
27		(Yes) (No)
28		(Yes) (No)
29		(Yes) (No)
30		(Yes)(No)
31		(Ves) (No)

### 8C) Ordinance establishing Code Enforce Procedures

## City of Miami Gardens

17801 NW 2<sup>nd</sup> Avenue, Suite 201 Miami Gardens, Florida 33169

Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon II Councilwoman Audrey King Councilwoman Sharon Pritchett Councilwoman Barbara Watson

#### MEMORANDUM

To:

The Honorable Mayor & City Council Members

From:

Dr. Danny O. Crew

City Manager

Date:

March 19, 2004

Re:

**Ordinance establishing Code Enforcement Procedures** 

#### RECOMMENDATION:

The attached Ordinance on for second reading and public hearing is presented for your consideration and adoption. The ordinance if adopted will establish Code Enforcement Procedures for the City of Miami Gardens.

#### REASONS:

Pursuant to Chapter 162, Florida Statutes, the City has the authority to create its own Code Enforcement Process. In addition, the City will be providing for Special Master Hearings, the processing and collection of all fines, accrued penalties, enforcement liens, and all other enforcement procedures, but will be relying upon the Civil penalties established by Miami-Dade County.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENS, MIAMI **FLORIDA** ESTABLISHING CODE **ENFORCEMENT** PROCEDURES: **PROVIDING** FOR DEFINITIONS: PROVIDING FOR CIVIL INFRACTIONS AND PENALTIES: **PROVIDING** FOR **OUALIFICATIONS**, APPOINTMENT, REMOVAL AND COMPENSATION SPECIAL MASTERS: SETTING FORTH THE POWERS OF SPECIAL MASTERS; PROVIDING FOR AUTHORITY TO INITIATE **ENFORCEMENT: PROVIDING** FOR ENFORCEMENT PROCEDURES: PROVIDING FOR CIVIL PENALTIES; PROVIDING FOR RIGHTS OF VIOLATORS; PROVIDING FOR PAYMENT OF FINES; PROVIDING FOR RIGHT TO APPEAL; **PROVIDING** FOR SCHEDULING AND CONDUCT OF HEARINGS: PROVIDING FOR A PROCEDURE FOR REDUCTION OF FINES/LIENS; PROVIDING REMEDIES TO RECOVER UNPAID CIVIL PENALTIES: **PROVIDING** FOR ADDITIONAL ENFORCEMENT POWERS; ESTABLISHING A SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT: PROVIDING FOR A SEVERABILITY CLAUSE: PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the City of Miami Gardens finds it necessary and in the best interest of the community to take over the enforcement of its codes and ordinances from Miami-Dade County, and WHEREAS, pursuant to Chapter 162, Florida Statutes, the City has the authority to create its own code enforcement process, and

WHEREAS, the City will be providing for its own Special Master Hearings, the processing and collection of all fines, accrued penalties, enforcement liens, and all other enforcement procedures, but will be relying upon the civil penalties established by Miami-Dade County,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

- Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses
  are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this
  - Ordinance.

5 Section.2 The City of Miami Gardens Code Enforcement Procedures are hereby adopted.

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Section. 3 Definitions.

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For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include future, words in the plural number include the singular number and vice versa. The word "shall" is always mandatory and not merely directory.

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14 (A) "Code" means collectively the City of Miami Gardens Code of Ordinances and applicable 15 sections of the Code of Miami-Dade County as made applicable to the City pursuant to Article 8, 16 Section 8.3 of the City Charter, or such other land development regulations or ordinances as may be 17 adopted by the City hereafter.

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19 (B) "Code Enforcement Officer" means any authorized agent or employee of the City whose 20 duty it is to enforce codes and ordinances enacted by the City. The term officer or inspector shall be 21 interchangeable and shall have identical meaning.

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(C) "Compliance" means the correction of a violation in accordance with the applicable code(s) including the payment of any outstanding civil penalties, liens, or any other special assessment liens and /or costs or fees due to the City for enforcement of the subject ordinance(s) violated.

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(D) "Continuing Violation" means a violation which remains uncorrected beyond the time period for correction contained in either the civil violation notice or the final order of the Special Master, whichever is applicable.

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31 (E) "Department" means the Code Enforcement and Licensing Department.

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33 (F) "Director" means the Director of the Code Enforcement and Licensing Department, or the 34 City Manager until such time as the Director of Code Enforcement and Licensing has been 35 appointed by the City Manager.

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37 (G) "Manager" means the City Manager or his designee.

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39 (H) "Notice of Violation" means a civil violation notice issued to a Violator in accordance with the provisions of this Ordinance.

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42 (I) "Person" means any individual, partnership, limited partnership, trust, corporation, 43 association, or other entity.

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- 1 (J) "Recurring Violation' means a violation for which a Warning Notice of Violation was 2 previously issued and correction was made then the same violation involving the same violator, 3 object or action violating the same Ordinance or Code section, recurs or is recommitted within a 4 (12) month period.
- (K) "Repeat Violation" means a violation of a provision of a ordinance or Code section by a person whom the Special Master has previously found to have violated, or who admits to violating the same provision of the Ordinance or Code section within 5 years prior to the violation. Notwithstanding that the violations occur at different locations. A Repeat Violation can occur only after correction of the previous violation has been made.
- 12 (L) "Special Master" means a person appointed pursuant to Section 5 of this Ordinance.
- 14 (M) "City Council" means the City Council of the city of Miami Gardens.
- 16 (N) "City" means the City of Miami Gardens.

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- 18 (0) "Violator" means that person or entity responsible for a violation of the Code and, if different, the owner of the property involved.
- 21 (P) "Uncorrectable Violation" means a violation, which is irreparable or irreversible in nature, 22 and which cannot be remedied after the violation has been committed because the violation 23 constitutes a single prohibited act rather than an ongoing condition or circumstance.

#### Section 4. Civil Infractions and Penalties.

A violation of the Code shall constitute a civil offense punishable by civil penalty in the amounts prescribed herein.

Section 5. Qualifications of Special Masters. Appointment and Removal, Compensation.

Appointments of Special Masters shall be made by the Manager, as needed, on the basis of experience, skills, and abilities and, whenever possible shall include persons with legal, and zoning, engineering and/or construction experience. Such appointments shall be made for a term of one (1) year. First time appointments shall be submitted to the City Council for ratification of the Manager's appointments.

- (A) Special Masters need not be residents of the City but shall possess outstanding reputations for civic pride, interest, integrity, responsibility and business or professional ability.
- 41 (B) Special Masters may be reappointed or removed, without cause, at the discretion of the
  42 Manager, subject to ratification by the City Council. Appointments to fill any vacancy shall be for
  43 the remainder of the unexpired term. Upon the termination of a term of an appointment as Special
  44 Master each Special Master shall continue to serve as Special Master until a new appointment of a
  45 replacement as Special Master has been made by the City Manager and such new appointment has
  46 been ratified by the City Council. The Special Masters so appointed shall serve on a rotating basis.

- 1 (C) Special Masters shall not be City employees and shall be compensated at a rate not to
  2 exceed \$300.00 per hearing date, which fee shall include case preparation, execution of final orders,
  3 attendance at all hearings including appeals, if necessary.
- 5 (D) If a Special Master is removed from a case in the event of a conflict of interest, the case may be assigned to another Special Master.

#### Section 6. Powers of the Special Master.

Special Masters shall have the power to:

- (A) Apply the rules for the conduct of hearings adopted by the City Council.
- 14 (B) Subpoena alleged Violators and witnesses for hearings; subpoenas shall be served by the City Police Department, or a certified process server.
  - (C) Subpoena evidence to hearings.
- 19 (D) Take testimony under oath and review evidence to make findings of fact and draw 20 conclusions of law.
  - (E) Assess and order the payment of civil penalties as provided herein.
  - (F) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
    - (G) Assess administrative costs of not less than \$60.00.
- 29 (H) Assess, levy, and/or impose an additional civil penalty not to exceed \$1000.00 per day per violation for the first violation, \$5,000.00 per day per violation for a repeat violation, and up to \$15,000.00 per violation if the Special Master finds the violation to be irreparable or irreversible in nature.
  - (I) Impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to Section 162, Florida Statutes.

#### Section 7. Authority to Initiate Enforcement Proceedings.

Code Enforcement Officers shall have the authority to initiate code enforcement proceedings and to issue notices and/or civil violations as provided below. Special Masters shall not have such authority. A Code Enforcement Officer shall not by such designation have powers of arrest or subject the officer to the requirements of Sections 943.085-943.255, Florida Statutes, as may be amended.

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A Code Enforcement Officer is authorized to issue a Warning Notice of Violation, in a form (A) approved by the Department Director, prior to the issuance of a Civil Violation Notice to a person based upon personal investigation, if the officer has reason to believe that the Violator has committed a civil infraction in violation of a duly enacted Ordinance. The Warning Notice of violation shall specify a reasonable time period (warning period), not to exceed thirty (30) calendar days, within which the Violator must correct the violation. This determination shall be based on consideration of fairness; practicality; ease of correction, ability to correct; severity of violation; nature, extent, and probability of danger or damage to the public; degree of nuisance to neighbors and neighborhood; and other relevant factors relating to the reasonableness of the time period prescribed.

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If upon re-inspection of the violation, which prompted the issuance of the Warning Notice of Violation, said violation has not been corrected; the Violator shall be subject to the issuance of a Civil Violation Notice and liable for the associated civil penalties.

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If a Code Enforcement Officer has reason to believe that a violation represents a serious (C) threat to the public health, safety or welfare, if the violation is a recurring violation as defined herein, or if the violation is an Uncorrectable Violation as defined herein, the warning period shall not be applicable and the Civil Violation Notice may issue immediately.

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#### Section 9. Contents and Service of the Civil Violation Notice.

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A Civil Violation Notice (sometimes referred to as a "citation") shall contain: (A)

27 28 (1)The date and time of issuance.

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The name and address of the person to whom the citation is issued. (2)

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The date and time the civil infraction was committed. (3)

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The facts constituting reasonable cause. (4)

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The number or section of the Code or Ordinance violated. (5)

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The name and authority of the Code Enforcement Officer. (6)

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The procedure to be followed in order to pay the civil penalty or contest the citation. (7)

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The applicable civil penalty if the person elects to contest the citation. (8)

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The applicable civil penalty if the person elects not to contest the citation. (9)

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A conspicuous statement that if the person fails to pay the civil penalty within the (10)time allowed, or fails to appeal or contest the citation within seven (7) days after service of the Civil Violation Notice, the person shall be deemed to have waived his 2 3 4

(11) A statement that the Violator may be liable for reasonable administrative hearing costs should they be found guilty.

(B) Service of the Civil Violation Notice or Citation to the Violator shall be effected by hand delivery to the Violator, by leaving the Civil Violation Notice at the Violator's usual place of residence with any person residing therein who is 15 years of age or older and informing such person of the contents of the Civil Violation Notice; by overnight courier; by certified mail (return receipt requested) to the Violator's usual place of residence or other property, which service shall be deemed completed upon signing of the receipt; or by posting the Civil Violation Notice in a conspicuous place on the premises or real property upon which the violation was observed. Notice shall also be given to the owner of the property in question at the address listed in the tax collectors office for tax notices and at any other address provided to the local government by such property owner. Any method of service of the Civil Violation Notice described above, shall be deemed proper service, and the time for compliance stated in the Civil Violation Notice shall commence with the date of such posting.

#### Section 10. Civil Penalties and Related Terms Construed.

(A) Penalties for violations of the provisions to be enforced through this Ordinance shall be in the amounts prescribed in the schedule of civil penalties contained herein. Provided however, that the maximum allowable civil penalty shall be \$500.00 for a single violation; this part does not limit the authority of a Special Master as prescribed in section 6 herein. If the violation is continuing or repetitive, a single violation will occur each day beyond the time for correction set forth in the civil violation notice. Failure to pay the imposed fine(s) even after correction of the violation may be considered non-compliance and a continuing violation for the purposes of assessing continuing penalties.

(B) For each day of a Continued Violation, an additional penalty in the same amount as that prescribed for in the original violation shall be added.

(C) Civil penalties assessed as provided herein are due and payable to the City on the last day of the period allowed for the filing of an appeal of the Code Enforcement Officer's decision, or if proper appeal is made, when the appeal has been finally decided adversely against the named violator.

(D) For the first Repeat Violation, the amount of the civil penalty shall not exceed \$500.00.

(E) A Repeat Violation which remains uncorrected beyond the time prescribed for correction in the Notice of Violation shall be treated as a Continuing Violation, and the additional penalty for each day of continued violation shall be double the amount due for the first day of the Repeat Violation.

(F) A Repeat Violation includes a violation committed by an entity that has one or more officers, major shareholders or general partners in common with another entity, which violated the

same code provision within five (5) years of the current violation. For purposes of this Section a major shareholder shall be one who owns at least 25% of the shares of that corporation. This paragraph shall apply only where the common officer (s), major shareholder(s), or general partner(s) are or were actively involved in the management of the entity committing the violation at the time when the violation occurred.

(G) Continuing Violation penalties shall accrue from the date of correction given in the Civil Violation Notice until the correction is made, and compliance is obtained or until a request for administrative hearing is filed, whichever comes first. If the named Violator requests an administrative hearing and loses his appeal, the Special Master shall determine a reasonable time period within which correction of the violation must be made, based on the considerations set forth herein. If correction is not made within the period set by the Special Master, Continuing Violation penalties shall begin to accrue after the time allowed for correction has run. No continuing violation penalties shall accrue during the time period from the date of the civil violation notice until the date of the administrative hearing, if the named violator timely requests an administrative hearing to appeal the decision of the Code Inspector. Continuing violation penalties cannot be imposed by the hearing officer for uncorrectable violations.

(F) Civil penalties assessed pursuant to this Chapter by the Special Master are due and payable to the City at the close of the hearing, or, if a proper appeal of the Special Master's decision is made, when the appeal has been finally decided adversely against the named Violator.

Section 11. Rights of Violators; Payment of Fine; Right to Appeal; Failure to Pay and Correct or to Appeal.

(A) A Violator who has been served with a Civil Violation Notice shall elect to:

(1) Pay the civil penalty in the manner and within the time indicated on the Civil Violation Notice and correct the violation within the time specified on the Civil Violation Notice; or

(2) Request an administrative hearing before a Special Master to appeal the decision of the Code Enforcement Officer that resulted in the issuance of the Civil Violation Notice.

(B) An appeal of the Civil Violation Notice shall be accomplished by filing a written request with the Office of the City Clerk not later than seven (7) calendar days after the service of the Civil Violation Notice.

(C) If the named Violator, after notice, fails to pay the civil penalty and correct the violation within the time specified, or to timely request an administrative hearing before a Special Master, the Director shall be informed of such failure by affidavit from the Code Enforcement Officer. Failure of the named Violator to appeal the decision of the Code Enforcement Officer within the prescribed time period shall constitute a waiver of the Violator's right to administrative hearing before the Special Master. A waiver of the right to administrative hearing shall be treated as an admission of the violation, and penalties may be assessed accordingly.

 (D) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, as per Chapter 162 of Florida Statutes.

#### Section 12. Scheduling and Conduct of Hearing.

- (A) Upon receipt of a named Violator's timely request for an administrative hearing or a written hearing request from the Code Enforcement Officer as provided herein, the Office of the City Clerk, in consultation with the Special Master, shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable.
- (B) The Office of the City Clerk shall send a notice of hearing by first class mail, or by certified mail to the named Violator at his last known address. The Code Enforcement and Licensing Department may post the hearing notice, at the request of the City Clerk. The notice of hearing shall include, but not be limited to, the following:
  - (1) Name of the Code Enforcement Officer who issued the Civil Violation Notice.
  - (2) Factual description of the alleged violation.
  - (3) Date of alleged violation.
  - (4) Section of the Code allegedly violated.
  - (5) Place, date and time of the hearing.
  - (6) Right of Violator to be represented by an attorney.
  - (7) Right of Violator to present evidence, witnesses and cross-examine witnesses.
  - (8) Notice that failure of Violator to attend the hearing may result in civil penalty and administrative hearing costs being assessed.
  - (9) Notice that requests for continuances will not be considered if not received by the Special Master at least five (5) calendar days prior to the date set for the hearing.
- (C) If there are cases to be heard, the Special Master shall call hearings on a monthly basis or upon the request of the Director. Except for such circumstances as described, no hearing shall be set sooner than ten (10) calendar days from the date of service not including Saturdays, Sundays and holidays.
- (D) A hearing date shall not be postponed or continued at the request of an alleged Violator, unless a request for continuance, showing good cause for such continuance, is received in writing by the Special Master at least five (5) calendar days prior to the date set for the hearing. This Section shall not apply to the City.

- (E) All hearings of the Special Master shall be open to the public. All testimony shall be under oath. Assuming proper notice, a hearing may proceed in the absence of the named Violator.
- (F) The proceedings at the hearing shall be recorded by the Office of the City Clerk.

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- (G) The City Clerk shall provide clerical services and administrative personnel as may be reasonably required by each Special Master for the proper performance of his/her duties.
- (H) Each case before a Special Master shall be presented by the Director or his designee.
- (I) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Special Master finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.
- (J) Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence,
- (K) The Special Master shall make findings of fact and conclusions of law based on evidence of record. In order to make a finding upholding the Code Enforcement Officer's decision, the Special Master must find that substantial competent evidence indicates that the named Violator was responsible for the violation of the relevant section of the Code.
- (L) The time for correction given by the Code Enforcement Officer to the named Violator and contained in the Civil Violation Notice is rebuttably presumed to have been a reasonable time for correction. Upon presentation of relevant evidence by the named Violator that the time for correction was not reasonable, however, the Special Master may make a re-determination as to the time period being insufficient. If the Special Master determines that the time given for correction was insufficient, the penalty for a Continuing Violation shall be calculated from the date determined by the Special Master to be a reasonable date for correction.
- (M) If the named Violator is found guilty of the violation, s/he may be held liable for the reasonable cost of the administrative hearing, at the discretion of the Special Master.
- The fact-finding determination of the Special Master shall be limited to whether or not the (N) violation alleged occurred, and, if so, whether the person named in the Civil Violation Notice may be held responsible for that violation. Based upon this fact-finding determination, the Special Master shall either affirm or reverse the decision of the Code Enforcement Officer. If the Special Master reverses the decision of the Code Enforcement Officer and finds the named Violator not responsible for the Code violation in the alleged in the Civil Violation Notice because the department did not present substantial competent evidence to indicate that such violator is responsible for the violation, then, and in that case, the named Violator shall not be liable for the payment of any civil penalty, absent reversal of the Special Master's findings pursuant to any circuit court appeals.

- (O) The decision the Special Master affirming the decision of the Code Enforcement Officer, shall include the following elements:
  - (1) Amount of civil penalty.

- (a) Prescribed in the scheduled of civil penalties as adopted herein.
- (b) Gravity of the violation.
- (c) Actions taken to correct said violation.
- (d) Any previous violations committed by the violator of a similar nature.
- (e) The Special Master may reduce the fine amount imposed.
- (2) Administrative costs of the hearing, which shall represent the average of actual costs incurred in preparation by the City for the conduct of the specific hearing.
- (3) Date by which the violation must be corrected to prevent resumption of Continuing Violation penalties, if any.

#### Section 13. Appeal of Order of the Special Master.

- (A) An aggrieved party, including the City, may appeal a final order of a Special Master to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed thirty (30) day period shall render the findings of the Special Master conclusive, binding and final.
- (B) Unless the findings of the Special Master are overturned, said findings of the Special Master shall be admissible in any proceeding to collect unpaid penalties.
- (C) No aggrieved party other than the City may apply to the court for relief unless such party has first exhausted the remedies provided for in this Ordinance and has taken all available steps provided in this Ordinance. It is the intention of the City that all steps provided by this Ordinance shall be taken before any application is made to the court for relief, and no application shall be made by any aggrieved party other than the City to a court for relief except from an order issued by a Special Master pursuant to this Chapter. It is the intention of the City that, notwithstanding anything in this Ordinance to the contrary, the City shall retain all rights and remedies otherwise available to it to secure compliance with or prevent violations of the Code. For purposes of an appeal, the Clerk shall make available, for public inspection and copying, the record upon which each final order of a Special Master is based. The Clerk shall make a reasonable charge commensurate with the cost for the preparation of the official record on appeal and transmittal thereof to the circuit court for making certified copies of any record or portion thereof.

(A) The owner of real property against which a fine or lien has been imposed pursuant to this Ordinance may apply to the Special Master, through the City Manager or his designee, for a satisfaction of such fine or lien with less than full payment thereof, on forms to be provided by the City. The Special Master shall not consider an application until the applicant has first shown that:

- (1) All ad valorem property taxes, special assessments, City utility charges, and other government-imposed liens against the subject real property have been paid.
- (2) The applicant is not personally indebted to the City for any reason.
- (3) All City Code violations have been corrected under necessary permits issued therefore.
- (B) In considering an application to reduce a fine or, no satisfaction thereof shall be approved by the Special Master with less than full payment thereof, unless the Special Master shall make a specific finding that no violation of any City Code exists on the subject real property.
- (C) The balance of any fine or lien that is reduced by the Special Master shall be paid within the time limit set forth in the Special Master's order reducing said fine or lien, or the reduction shall be deemed null and void.
- (D) If the Special Master issues an order relating to a request for a reduction of a fine or lien, pursuant to this Section, the owner of real property against which a fine or lien has been imposed pursuant to this Ordinance may not reapply for a reduction of the fine or lien, for a period of one (1) year, unless the property has been transferred to a new Owner during that time period.

# Section 15. Recovery of Unpaid Civil Penalties, Unpaid Penalties to Constitute a Lien; Foreclosure.

- (A) A certified copy of an order imposing a civil penalty shall be recorded in the public records and thereafter shall constitute a lien against the property on which the violation exists and upon any other real or personal property owned by the Violator; upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this State, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A civil penalty imposed pursuant to this Ordinance shall continue to accrue until the Violator complies or until judgment is rendered in a suit to foreclose a lien filed pursuant to this Chapter, whichever occurs first. After three (3) months from the date of filings of any such lien that remains unpaid, the City may foreclose or otherwise execute the lien.
  - (1) Prior to the filing of the order imposing any civil penalties, the Code Enforcement and Licensing Department shall endeavor, but not be required to notify the subject property owner of any civil penalties due to the City as follows:

- A "Second Notice" detailing the nature of the penalties and amount(s) due if (a) payment of the penalties is not received by the due date prescribed in the Civil Violation Notice or the Order of the Special Master. A final notice titled "Notice of Intent to Lien" thereafter if the subject (b) property owner fails to pay the amounts due within 10 calendar days of the service of the "Second Notice." (2)No such notices shall be required if the alleged violator fails to appear at the subject Special Master Hearing. In such a case the order of the Special Master shall be the final notice of intent to lien.
  - (3) Any and all orders recorded by the Office of the City Clerk that imposes penalties as prescribed herein shall not be satisfied without the approval of the Office of the City Attorney in conjunction with the Special Master based on a recommendation from the Director of the Code Enforcement and Licensing Department, except in cases involving litigation, in which such cases the determination of satisfaction shall be left to the determination of the City Attorney and City Council.
  - (B) The City may institute proceedings in a court of competent jurisdiction to compel payment of civil penalties and code enforcement liens.
  - (C) No lien provided under this Ordinance shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on a lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party may recover interest and all costs, including a reasonable attorney's fee, incurred in the foreclosure. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

# Section 16. Provisions Contained Herein are Supplemental.

Nothing contained in this Ordinance shall prohibit the City from enforcing its Code by any other means, The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of this Code.

#### Section 17. Additional Enforcement Powers.

 In addition to the powers and authority given to the Special Masters for the City pursuant to this Ordinance, the City may, in its discretion, exercise any powers given to municipalities or their special masters by Florida Statute, Chapter 162, as amended.

#### Section 18. Schedule of Civil Penalties.

(A) The schedule of civil penalties, as may be amended from time to time, shall be the same as set forth in Section 8CC-10 of the Code of Miami-Dade County

herein a pena day for a firs	iolations of any section of this Code for whi alty shall be imposed which shall not be less t violation and shall not be less than \$50.00 the purposes of continuing violations, each	than \$25.00 nor more than \$500.00 per nor more than \$750.00 per day for a repeat
Section 19.	CONFLICT.	
the remaining	ection 8CC-10 (Schedule of Civil Penalties) g sections of Chapter 8CC of the Miami-Dao le 8, Section 8.3 of the City Charter are here	de County Code as made applicable to the
Section 20.	SEVERABILITY.	
invalid or unc separate, disti	, subsection, sentence, clause, phrase or portion constitutional by any court of competent jurise nct and independent provision and such hold rtions of this Ordinance.	diction, such portion shall be deemed a
Section 21.	INCLUSION IN CODE.	
Ordinance sha and that the se be changed to which shall ac	ntion of the City Council of the City of Miamall become and be made a part of the Code of ections of this Ordinance may be renumbered "Chapter," "Section," "Article" or such other ecomplish the intentions herein expressed; prontemplated thereby shall not be codified	Ordinances of the City of Miami Gardens or relettered and the word "Ordinance" may appropriate word or phrase, the use of
Section 22.	EFFECTIVE DATE.	
This Ordinan	ce shall become effective ten days after adop	ption on second reading.
PASSED AN	D ADOPTED ON FIRST READING this _	<sup>th</sup> day of March , 2004.
PASSED AN	D ADOPTED ON SECOND READING thi	is, 2004.
ITS REGULA	ND PASSED BY THE CITY COUNCIL OF THE MEETING HELD ON THE DAY, 20	
		Shirley Gibson, Mayor
ATTROT		
ALLEST:		
ATTEST:		
ATTEST:		

1 2	Ronetta Taylor, City Clerk					
3	APPROVED AS TO FORM					
5	AND LEGAL SUFFICIENCE	CY BY:				
7	Sonja Knighton, City Attorn	277				
8	Sonja Kingmon, City Attorn	icy				
9	Sponsored By: City Manage	er				
10	spendered by only manage					
11						
12		M	loved by:			
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14		Se	econded by	:		
15						
16	VOTE AS FOLLOWS:					
17		Mayor Gibson	(	)vion	(	)200
18 19		Vice Mayor Campbell	(	)yes )yes	(	)no )no
20		Council Member Bratto	n (	)yes	(	)no
21		Council Member Brayn		)yes	(	)no
22		Council Member King	(	)yes	(	)no
23		Council Member Pritche	ett (	)yes	(	)no
24		Council Member Watso	on (	)yes	(	)no
25						
26						
27						
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# City of Miami Gardens

17801 NW 2<sup>nd</sup> Avenue, Suite 201 Miami Gardens, Florida 33169 Mayor Shirley Gibson Vice Mayor Aaron Campbell Councilman Melvin L. Bratton Councilman Oscar Braynon II Councilwoman Audrey King Councilwoman Sharon Pritchett Councilwoman Barbara Watson

#### **MEMORANDUM**

To:

The Honorable Mayor and City Council Members

From:

Dr. Danny O. Crew

City Manage

Date:

March 15, 2004

Re:

Statewide Mutual Aid Agreement

I was contacted by the State this past week and encouraged to become a part of the Department of Community Affairs' Statewide Mutual Aid Agreement for emergencies. In addition to other benefits, as a municipality with its own agreement, it will allow us to receive grant funds, when available, directly instead of through the County.

This agreement provides for mutual assistance during and after an emergency under established procedures that apply statewide. The agreement covers when a municipality receives assistance and when a municipality provides assistance to another jurisdiction.

Attached is a summary sheet outlining the benefits and obligations for a municipality operating under this agreement. Having used such an agreement in North Carolina on several occasions, both as a recipient and as a provider, I can attest to the critical importance of mutual assistance in times of need. Because of the natural confusing nature of emergencies, it is important that preapproved standard operating procedures be utilized to minimize confusion and maximize resources.

**RECOMMENDATION**: I enthusiastically endorse this concept and ask that City Council approve the agreement.

### RESOLUTION No. 2004-

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN STATEWIDE MUTUAL AID AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the Emergency Management Act, as amended, gives local governments of the State, the authority to make agreements for mutual assistance in emergencies, and

WHEREAS, through such agreements insure the timely reimbursements of costs incurred by

local governments that render emergency assistance, and

WHEREAS, under the Emergency Management Act, the State of Florida Department of Community Affairs, through its Division of Emergency Management, has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed, and

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and destruction of the infrastructure needed to deliver

needed services, and

WHEREAS, in order to mitigate the effects of any future disasters, the City of Miami Gardens deems it to be in the best interests of the City to enter into a Statewide Mutual Aid

Agreement with the State of Florida Department of Community Affairs,

Re	solution	No.	2004

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OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific

directed to execute and attest, respectively, that certain Statewide Mutual Aid Agreement, a copy of

EFFECTIVE DATE: This Resolution shall take effect immediately upon

part of this Resolution. Section 2.

AUTHORITY: The Mayor and City Clerk are hereby authorized and

which is attached as Exhibit A.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby

authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be

maintained by the City; with one to be delivered to the Division of Emergency Management,

Department of Community Affairs, State of Florida, and with one to be directed to the Office of City

Section 3.

Attorney.

its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI

GARDENS AT ITS REGULAR MEETING HELD ON MARCH 24, 2004.

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SHIRLEY GIBSON, MAYOR

ATTEST:

# Resolution No. 2004-

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42			
43			
44	RONETTA TAYLOR, CMC, CITY CLERK		
45			
46	Prepared by SONJA K. KNIGHTON, ESQ.		
47	City Attorney		
48			
49	SPONSORED BY: Danny O. Crew, City Manager		
50			
51	MOVED BY:		
52			
53			
54			
55	VOTE:		
56			
57	Mayor Gibson	(Yes)	(No)
58	Vice Mayor Campbell	(Yes)	(No)
59	Councilman Melvin L. Bratton	(Yes)	(No)
60	Councilman Oscar Braynon, II	(Yes)	(No)
61	Councilwoman Audrey J. King	(Yes)	(No)
62	Councilwoman Sharon Pritchett	(Yes)	(No)
63	Councilwoman Barbara Watson	(Yes)	(No)
64			
65	SKK:pkw		
66	S:\MIAMI\RESOS\EMER.DOC		
67 68			
08			

## Information Sheet for the Statewide Mutual Aid Agreement

#### Signing the Agreement

At least one agreement with **original signatures** must be sent to Tallahassee for execution. If you need an original for your files, you need to submit two.

Cities should fill out and sign page 21 of the agreement. The County does not need to sign.

Independent Special and Educational Districts should sign page 22 of the agreement.

#### REQUIRED Documentation to Accompany the Agreement

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

Certificate of Liability Insurance or Resolution of Self Insurance

Completed Form A (page 23 of the agreement). NOTE: Whoever is listed on Form A the Primary Representative, will receive the executed copy (file copy) from Tallahassed once signed. If you want this copy to go to an individual other than the Primary Representative, you will need to say so in a cover letter. Be sure to include name, address and telephone number of this person.

# Send original plus 2 copies to:

Barbara Andrews, Coordinator Statewide Mutual Aid Program Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100 (850) 413-9846 barbara.andrews@dca.state.fl.us

#### Send me a copy:

Daisy Hernandez
Intergovernmental Coordinator
Miami Dade Office of Emergency Management
9300 NW 41 Street
Miami, Florida 33178
(305) 468-5426
dh1@miamidade.gov

#### Summary of the Statewide Mutual Aid Agreement

#### General

- The agreement is between each political sub-division and the State of Florida, department of Community Affairs, Division of Emergency Management for disaster response and recovery.
- Chapter 252, Florida Statutes, authorizes the State and political subdivisions to take appropriate actions to respond to extreme emergencies and disasters. The items include: Inter-local and statewide agreements, legal concerns, obtaining equipment, contracts, services, facility use and coordination which would otherwise not appropriate in day to day operations.
- \* Recognizes that no one party can carry out all necessary activities alone.
- The parties agree to work together, become familiar with each other's operations and promote joint planning to provide effective mutual aid.
- Provides definitions for a common understanding of terms used.
- The term of the SMAA shall be for 1 year and automatically renews unless otherwise terminated in writing to the Director of DEM.

#### The Requesting Party Shall:

- 1. Make verbal requests for mutual aid assistance followed up in writing.
- 2. Keep DEM advised of activities.
- 3. Pay for cost of assistance.
- 4. Provide information either to DEM or the assisting party concerning the need and assistance required.
- 5. Acknowledge a commitment to the mission to the assisting party in writing.
- 6. Provide food and lodging to the assisting party.
- 7. Provide a means of communications with the assisting supervisor.

- 10. Carry adequate insurance, providing documentation of such including a letter of insurance carrier risk manager stating coverage for mutual aid activities to DEM file.
- 11. Responsible for ones own liability.

#### The Assisting Party Shall:

- 1. Keep DEM advised of activities.
- 2. Invoice the requesting party for services rendered.
- Upon request for assistance, evaluate resources and advise DEM of availability.
- 4. Provide assistance as requested as available.
- 5. Maintain adequate coverage for home territory.6. Acknowledge commitment to mission in writing.
- 7. Supervise own personnel, equipment and materials use.
- 8. Maintain labor and equipment logs and track materials.
- 9. Pay own employees and maintain own workmen's' comp claims.
- 10. Supervisor is responsible for assigning work to own employees under mission.
- 11. As practicable, give 24-hour notice prior to withdrawing forces.
- 12. Prepares to be self sufficient for the first 72 hours of operation.
- 13. Provide communications between units.
- 14. When billing for services provided use either pre-established rats or the FEMA cost codes.
- 15. Bill for materials not associated with repairing equipment or equipment fuel.

- 18. Responsible for ones own liability.
- 19. The duration of response shall be in 7-day increments.

#### **DEM Shall:**

- 1. Route requests from a requesting party to an assisting party.
- 2. Serve as a clearinghouse for information on what resources are available, who has a need, and what was deployed where to fulfill those needs.
- 3. Make provisions for reimbursement in non-declared events under the EMPA Trust Fund.
- 4. Provide written confirmation to the requesting party as to who the assisting party will be with what resources and the duration of availability.
- Serve as a central point of contact to execute and maintain mutual aid agreements.
- 6. Provide technical assistance and mission support.
- 7. Provide technical support for cost tracking and reimbursement.



#### STATEWIDE MUTUAL AID AGREEMENT

This Agreement between the DEPARTMENT OF COMMUNITY AFFAIRS, State of Florida (the "Department"), and all the local governments signing this Agreement (the "Participating Parties") is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such disasters are likely to exceed the capability of any one local government to cope with the disaster with existing resources.
- C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.
- D. The Emergency Management Act, as amended, gives the local governments of the State the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Under the Act the Department, through its Division of Emergency Management (the "Division"), has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.



F. The existence in the State of Florida of special districts, educational districts, and other regional and local governmental entities with special functions may make additional resources available for use in emergencies.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I. <u>Definitions</u>. As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which also may be called the Statewide Mutual Aid Agreement.
- B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.
  - C. The "Department" is the Department of Community Affairs, State of Florida.
  - D. The "Division" is the Division of Emergency Management of the Department.
- E. The "Requesting Parties" to this Agreement are Participating Parties who request assistance in a disaster.
- F. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in a disaster to a Requesting Party.



- G. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer for use as his or her headquarters during a disaster.
- H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).
- I. The "State Coordinating Officer" is the official whom the Governor designates by Executive Order to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order and the Comprehensive Emergency Management Plan.
- J. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in a disaster, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.
- K. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of § 189.403(1), Fla. Stat. (1999), regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
  - L. An "educational district" is any School District within the meaning of § 230.01,



Fla. Stat. (1999), or any Community College District within the meaning of § 240.313(1), Fla. Stat. (1999).

M.. An "interlocal agreement" is any agreement between local governments within the meaning of § 163.01(3)(a), Fla. Stat. (1999).

N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

O. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, as amended.

ARTICLE II. Applicability of the Agreement. A Participating Party may request assistance under this Agreement only for a major or catastrophic disaster. If the Participating Party has no other mutual aid agreement that covers a minor disaster, it may also invoke assistance under this Agreement for a minor disaster.

ARTICLE III. <u>Invocation of the Agreement</u>. In the event of a disaster or threatened disaster, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party or from the Department if, in the judgment of the Requesting Party, its own resources are inadequate to meet the disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) days must be confirmed in writing by the Director of Emergency Management for the County



of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by the Director of Emergency Management for the County of the Requesting Party to either the Division or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Department, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. If any requests for assistance under this Agreement are submitted to the Division, the Division shall relay the request to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the Comprehensive Emergency Management Plan.

D. Notwithstanding anything to the contrary elsewhere in this Agreement, nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Department or by other agencies of the State of Florida for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in



accordance with the Comprehensive Emergency Management Plan.

ARTICLE IV. Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

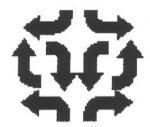
- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;
- C. A description of the specific type of assistance needed within each Emergency Support Function;
- D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
  - E. A description of any public infrastructure for which assistance will be needed;
- F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;



- G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V. Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form C attached to this Agreement, and the completion of Form C by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;



- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and
- E. The names of all personnel whom the Assisting Party designates as Supervisors.

  ARTICLE VI. Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisors of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters, the Requesting Party shall



be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, the Requesting Party shall to the fullest extent practicable coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

ARTICLE VII. <u>Procedures for Reimbursement</u>. Unless the Department or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. The Department shall pay the costs incurred by an Assisting Party in responding to a request that the Department initiates on its own, and not for another Requesting Party, upon being billed by that Assisting Party in accordance with this Agreement.



- B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed.

  Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.
- C. If the Department or the Requesting Party, as the case may be, protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) days shall constitute agreement to the bill and the items on the bill.
- D. If the Department protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.
- E. If the Assisting Party cannot agree with the Department or the Requesting Party, as the case may be, to the settlement of any protested bill or billed item, the Department, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.
- F. If the Department or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party or any other official of an-



other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render
a decision in writing not later than ten (10) days after the close of the hearing. The decision
of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Department, or if an Assisting Party has rendered assistance without being requested to do so by the Department, the Department shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency for the reimbursement of costs incurred by any Participating Party shall be made by and through the Department.

I. If the Federal Emergency Management Agency denies any request for reimbursement of costs which the Department has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Department, but the Department may waive such repayment for cause.



ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

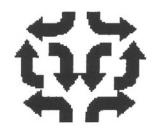
A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting



Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.



D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency and applicable circulars issued by the Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Department and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays other than official holidays.

ARTICLE IX. <u>Insurance</u>. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.



- C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.
- D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.
- F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.
- ARTICLE X. <u>General Requirements</u>. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:
  - A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting



Party under this Agreement is contingent upon an annual appropriation by the Legislature.

- B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the reimbursement of state employees for travel costs.
- C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- F. Any communication to the Department or the Division under this Agreement shall be sent to the Director, Division of Emergency Management, Department of Community Affairs, Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form A attached to this Agreement. For the



purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

ARTICLE XI. <u>Effect of Agreement</u>. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.



D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall be automatically renewed one (1) year after its execution unless within sixty (60) days before that date the Participating Party notifies the Department in writing of its intent to withdraw from the Agreement.

F. The Department shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) days after its execution by the Department. Such amendment shall take effect not later than sixty (60) days after the date of its execution by the Department, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Department in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII. Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this



Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase or other portion of the Agreement
shall remain in full force and effect, it being the intent of the Department and the other Participating Parties that every portion of the Agreement shall be severable from every other
portion to the fullest extent practicable.

E. The waiver of any obligation or condition in this Agreement in any instance by a Participating Party shall not be construed as a waiver of that obligation or condition in the same instance, or of any other obligation or condition in that or any other instance.



IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

DIVISION OF EMERGENCY MANAGEMENT DEPARTMENT OF COMMUNITY AFFAIRS STATE OF FLORIDA

Ву:	Date:
Director	
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OF COUNTY STATE OF FLORIDA
By: Deputy Clerk	By:Chairman
•	Date:
	Approved as to Form:
	By:County Attorney



#### DIVISION OF EMERGENCY MANAGEMENT DEPARTMENT OF COMMUNITY AFFAIRS STATE OF FLORIDA

Ву:	Date:
Director	
ATTEST:	CITY OF
CITY CLERK	STATE OF FLORIDA
D	D
Ву:	Ву:
Title:	Title:
	Date:
	Date.
	Approved as to Form:
	Ву:
	City Attorney



#### DIVISION OF EMERGENCY MANAGEMENT DEPARTMENT OF COMMUNITY AFFAIRS STATE OF FLORIDA

Ву:	Date:
Director	
STATE OF FLORIDA DISTRICT,	
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:Attorney for District



# STATEWIDE MUTUAL AID AGREEMENT

#### FORM A

Date:
Name of Government: City of Miami Gardens
Mailing Address: 17801 NW 2d Ave., Suit 201
City, State, Zip: Mani Cardens, FL 33/69
Authorized Representatives to Contact for Emergency Assistance:  Primary Representative
Name: Dr. Danny O. Crew
Title: City Manager
Address: SAMe
Day Phone: 305 - 653 13 21 Night Phone: 786 - 556 - 1148
Telecopier: 305 - 653 - 3955 InterNet: dcrewamiamigardens-fl.gov
First Alternate Representative
Name: Horace A. McHugh
Title: Assistant City Manager
Address: SAme
Day Phone: 305-653-3944 Night Phone:
Telecopier: 305-653-3955 InterNet: hmchugh 2 mamigardens-fl.gov
Second Alternate Representative
Name: Shirley Gibson
Title: Mayor
Address: Same
Day Phone: 305 653 - 3944 Night Phone: 7865567166
Telecopier: 305-653-3955 InterNet: Sgibson amigardens-fl.gov
DI EASE LIDDATE AS ELECTIONS OF APPOINTMENTS OCCUP

PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR

Return to:Department of Community Affairs-Division of Emergency Management 2555 Shumard Oak Boulevard - Tallahassee, Florida 32399-2100



#### STATEWIDE MUTUAL AID AGREEMENT

### Form B

Date:	
Name of Requesting Party:	
Contact Official for Requesting Party:	
Name:	ALC 1 - 100 May 1 - 10 - 100 May 1 - 10 - 100 May 1 -
Telephone:	
InterNet:	
1. Description of Damage:	
2. Emergency Support Functions:	
3. Types of Assistance Needed:	



# STATEWIDE MUTUAL AID AGREEMENT

### Form B

8. Time, Place and Date to Deliver Resources:	
9. Names of Supervisors for Requesting Party:	



### STATEWIDE MUTUAL AID AGREEMENT

# Form C

Date:
Name of Assisting Party:
Contact Official for Assisting Party:
Name:
Telephone:
InterNet:
1. Description of Resources :
2. Estimated Time Resources Available:



### STATEWIDE MUTUAL AID AGREEMENT

#### Form C

3. Estimated Time and Date to Deliver Resources:	
4. Description of Telecommunications Resources:	
5. Names of Supervisors for Assisting Party:	

# STATEWIDE MUTUAL AID AGREEMENT Type or print all information except signatures Form B

PART I: TO BE COMPLETED BY THE REQUESTING COUNTY								
Dated: / /	Time: (local)	: Hrs	From the County of:					
Contact Person:			Telephone	( ) - FAX ( ) -				
To the County of:			Authorized Rep:					
Incident Requiring Assistance:								
Type Assistance / Resources Needed (for more space, attach Part III):								
Date & Time Resources Needed:		St	aging Area:					
Approximate Date/Time Resource	s Released:							
Authorized Official's Name:	Authorized Official's Name:			uthorized Official's Signature:				
Title:		Agency:		Mission No:				
Form C:	то ве со	MPLETED	BY THE AS	SISTING COL	JNTY			
Contact Person:			Telephon	ne ( ) - FAX ( ) -				
Type of Assistance Available:								
				Estimated Total Mission Cost:				
Date & Time Resources Available From: To:								
Staging Area Location:								
Annual Daily Total Costs for Labo								
Approx. Daily Total Costs for Labo	r, Equipment	and Materials	:: \$					
Transportation Costs from Home E				ansportation Cos	ts to Return to Home Base: \$			
	Base to Stagin	g Area: \$	Tr	ansportation Cos				
Transportation Costs from Home E	Base to Stagin	g Area: \$	Tr					
Transportation Costs from Home E Logistics Required from Requestin	Base to Stagin	g Area: \$	Tr	nformation on att				
Transportation Costs from Home E Logistics Required from Requestin Authorized Official's Name:	Base to Stagin	g Area: \$ 'es	Tr	formation on att				
Transportation Costs from Home E Logistics Required from Requestin Authorized Official's Name: Authorized Official's Signature:	Base to Staging County: Y  Time: (Local)	g Area: \$ 'es	Tr ( Provide in	Title: Agency:				
Transportation Costs from Home E Logistics Required from Requestin Authorized Official's Name: Authorized Official's Signature: Dated: / /	Base to Staging County: Y  Time: (Local)	g Area: \$ 'es	Tr ( Provide in	Title: Agency: Mission No:				

### STATEWIDE MUTUAL AID AGREEMENT

Type or print all information except signatures Form B/C (continued)

PART III:	MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION	